

Potable & Gray Water Truck/ Handwashing Station (Trailer Mounted)

#129J6118Q7010

Effective 08/31/2018 – 08/31/2021

D.1 -- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain potable water trucks, gray water trucks, and trailer mounted handwashing stations for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in the protection of lands, to include but not be limited to fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

D.2 -- EQUIPMENT REQUIREMENTS

Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

D.2.1.1 -- Equipment Typing.

D.2.1.1.1 Potable Water/Gray Water Truck

Type 1 - 4000+ gallons

Type 2 - 2500-3999 gallons

Type 3 - 1000-2499 gallons

Type 4 - 400-999 gallons

D.2.1.1.2 Handwashing Station (Trailer Mounted)

Type 1 12+ sinks

Type 2 8-11 sinks

D.2.1.2 -- Equipment Requirements.

D.2.1.2.1 -- Potable Water.

(a) Potable water tanks shall be:

(1) Used exclusively for drinking water. Do not use containers for any non-food products. The potable water system, including filling hose and lines, pumps, tanks, and distributing pipes, shall be separate and distinct from other water systems. Do not use containers that have ever been previously used for gray water, toxic or bio-hazardous substances. (Reference: Code of Federal Regulations, Title 21, Section 129.40)

(2) Clearly and conspicuously labeled with the words "POTABLE" or "FOR DRINKING WATER USE ONLY" on both sides of the tank in lettering at least 4 inches in height. The capacity of the tank (in gallons) displayed on both sides of the tank or on both cab doors in lettering at least 2 inches in height. Name, city, and state of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height. If required by the State or local health authority a seal or sticker provided by the issuing agency shall be affixed to the upper left quarter of the rear of the tank or other location if specified by the issuing agency and shall be visible at all times indicating that the tank has been inspected, certified and found to be in compliance with State or local health authority requirements. If inspection and certification of the tank is required by the State or local health authority but stickers are not provided, a copy of the certification shall be kept in the transport vehicle at all times. In addition, the carrier shall meet all laws and regulations for hauling on public roads. If the State does not do certification, then the hiring agency will be responsible for inspecting and ensuring the tank meets the following requirements.

(3) Four Hundred (400) gallons capacity or greater and be made of non-toxic, noncorrodible/non absorbent materials or coated with non-toxic coatings National Safety Foundation (NSF) International Standard 61 that can be adequately cleaned and sanitized. Examples are stainless steel, food contact plastics (polyethylene), and food contact epoxy coatings. Surfaces that come in contact with water shall be smooth, without pits, dents, or crimps that may hold contaminating matter and welds shall be of non-corrosive material.

(b) Tank Construction. Tanks shall be constructed to the following requirements at a minimum and meet all State requirements for certification compliance if the State has these established:

(1) Openings: Hatches and other openings shall be completely covered and sealed with tight fitting coverings, permanently mounted food-grade gaskets, and security locks. Water inlets and outlets

shall be equipped with threaded or clamped caps, tethered to the ports with chain or cable. Inlet and outlet caps shall be in place on all fittings except when water is being discharged or loaded.

(2) Tank vents: Vents will be designed to prevent water contamination. Tanks shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an appropriate screen as required in the state that certifies the equipment.

(3) If a State does not certify the equipment, the screen shall be made from non-toxic, nonabsorbent material.

(4) Drain: Each potable water tank shall provide a means of drainage and, if it is equipped with a manhole, overflow, vent, or a device for measuring depth of water, provision shall be made to prevent entrance into the tank of any contaminating substance. No deck or sanitary drain or pipe carrying non-potable water or liquid shall be permitted to pass through the tank. A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures.

(c) Tank Filling Mechanisms.

(1) There shall be no backflow or cross connection between potable water systems and any other systems. Pipes and fittings conveying potable water to any fixture, apparatus, or equipment shall be installed in such a way to prevent backflow. Waste pipes from any part of the potable water system, including treatment devices, discharging to a drain, shall be suitably protected against backflow. Either of the following methods may be used:

(i) An approved backflow prevention device complying with Uniform Plumbing Codes 603.3.1, 2, 3, 4, 5 and 8 such as acceptable double check valves on the direct filling connection to the tank. No connections shall be located between the tank and the check valve.

(ii) Overhead filling through a hatch opening at the top of the tank; the filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level that is possible when the tank is filled. If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps, and tethered to the fittings at the ends of the filler pipe.

(2) Sanitary techniques must be observed in the water transfer operation. Care must be exercised

to prevent foreign materials from entering the water. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel.

Adequate cleaning and sanitizing procedures shall be used on hauling vehicle(s) and associated equipment at the following times:

(i) When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.

(ii) When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances.

(iii) When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment that may contaminate the water.

(iv) When bacterial analysis of the water indicates presence of coliform bacteria.

(d) Pumps.

(1) The potable water pump shall have the capacity to transfer potable water a minimum of twenty (20) feet vertical.

(2) Pumps shall be made of food-grade materials or materials meeting NSF International Standard 61. Only potable water/food-grade pumps which can be readily disassembled to demonstrate the condition of the impeller and impeller chamber shall be used. Internal pump water contact surfaces, including seals and bearings must be constructed from food grade materials or materials meeting NSF International Standard 61 and must be smooth, non-porous, and corrosion resistant. The contractor shall have available at all times the manufactures product data information that demonstrates the materials in the pump housing are made of food grade material or the pump is suitable for domestic, sanitary or potable water use.

(3) Unacceptable Pumps: Any pump using non-food grade lubricant, seals or bearings; porous, pitted or corroded impellers or impeller chamber surfaces; cast iron pumps; petroleum lubricated pumps.

(e) Hoses, Fittings, Valves and Similar Equipment.

(1) Hoses, fittings, valves and similar equipment shall have a smooth interior surface made of food-grade standard materials or materials meeting NSF International Standard 61 shall be kept

clean, disinfected and operated or handled in a manner that prevents contamination and capped or closed when not in use. Hoses shall be marked/labeled at each end "potable water". The use of galvanized pipes or fittings is prohibited.

(2) The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. Hoses in storage compartments must also be capped.

(f) Operational Requirements and Bacterial Testing.

(1) Hauled water is vulnerable to increased handling, diversity of source, variability in hauling equipment, and shall not be stored in the vehicle for a period greater than one week. All hauling equipment must be clean and in good condition. In addition, all water-contact surfaces in hauling and storage facilities shall be disinfected prior to use.

(2) All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of such surfaces.

Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80.

Disinfection needs to occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled.

Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water.

Written procedures for equipment cleaning and sanitizing shall be maintained by the Contractor and shall be kept with the hauling vehicle at all times. These procedures shall include the names, amounts, and contact times of Cleaning and sanitizing agents to be used. The frequency of equipment cleaning and sanitizing must be tracked in a log to be kept with the vehicle at all times.

A copy of the Contractors equipment cleaning and sanitizing procedures log shall be provided to the Contracting Officer or designated Government Representative upon request.

(3) At a minimum or when required by the local jurisdiction or State Law one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the

incident at a certified laboratory. Contractor shall be responsible for all costs associated with the required microbiological test, which includes obtaining, delivering, and providing results to the Government. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory. The sample to be tested shall be obtained at the time of arrival at the incident. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 Most Probable Numbers (MPN)/100 ml (or "absence" if the presence/absence test is used). In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or Government representative. If the presence/absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable. If a sample tests positive (presence), the Contractor shall take out of service, investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service; investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml. Copies of the results of such tests shall be submitted to the Contracting Officer at the address indicated on the agreement or contract within seven calendar days after the end of the incident assignment. Test results shall clearly identify Contractor's name, address, and contract or agreement number on the report. Original laboratory test results shall be maintained by the Contractor and kept for at least 2 years pursuant to Title 21, Code of Federal Regulations, Part 129.80. Failure to comply with this requirement may result in the immediate cancellation or suspension of the Agreement. The Incident commander or designated Government Representative at the Incident with concurrence of the Contracting Officer will determine if/when the Contractor will be available for service.

(4) Tank shall arrive empty for inspection unless requested otherwise by the incident.

(5) Chlorine Residual: Contractors shall maintain a free chlorine residual level of 0.2 parts per million (ppm) up to 1.0 ppm at all times (1/3 cup of bleach that meets NSF standards to 1000 gallons water may achieve 1.0 ppm chlorine residual level). When residual levels drop below required levels the load shall be dumped and tank refilled.

(6) Contractors shall have chlorine residual test kits available at all times and test for free chlorine residual levels when:

(i) Loading drinking water for transport,

(ii) After adding any disinfectant, if the addition of disinfectant is necessary;

(iii) When unloading; and

(iv) Every 24 hours the water is in use (provide with daily use documentation).

(7) Maintain records of activities on board the vehicle showing water source location, dates, and times of loading, unloading, chlorine residual test results, cleaning/sanitizing, and other operational items as deemed necessary. Copies of bacterial analysis test results and all agreements, contracts, licenses, etc. shall be maintained on board the vehicle at all times. Contractor will provide copies of these records to the Incident Commander or designated Government Representative.

(8) Failure of the contractor to perform the required testing at the times specified is grounds for immediate termination of an agreement.

(g) Water Sources.

(1) The host incident unit will designate the water source.

(2) Use only potable water from a permitted private or public (municipal or community system) drinking water supply. Filling must be accomplished using acceptable source water under pressure. Drafting of surface water is not allowed under any circumstances. The cost, if any, will be paid by the Government directly or by reimbursement to the potable water truck contractor. A copy of the billing statement from the owner of the water source to the contractor must be submitted to the Government if a contractor requests reimbursement.

(h) Government or Contracting Agency Testing.

(1) The Government or contracting agency may, at its option, perform random testing. The contractor shall provide reasonable access to all potable water tanks and apparatuses to the

Government or contracting agency.

(i) Accessibility.

(1) Each truck shall be accessible to individuals for filling canteens or other water containers (either mounted on the truck or a separate stand). It shall have a minimum of seven (7) valved outlets (capable of flowing 3 gpm each); evenly spaced on a minimum 1-1/2" pipe. All materials used for plumbing the canteen filling stations must be constructed of food grade materials or acceptable metal (brass, aluminum, stainless steel, or copper). Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs (threaded faucets require vacuum breakers).

D.2.1.2.2 -- Gray Water.

(a) SERVICE TRUCKS FOR PUMPING BLACK WATER MAY NOT BE USED FOR SERVICING AND PUMPING GRAY WATER FROM WASH STATIONS UNITS, BLADDER BAGS, OR OTHER HOLDING TANKS. SERVICE TRUCKS THAT HAVE BEEN USED AS BLACK WATER SERVICE TRUCKS MAY BE USED UNDER THIS AGREEMENT IF THE VEHICLE TANKS HAVE BEEN CLEANSED AND SANITIZED AS DOCUMENTED BY THE VENDOR PRIOR TO PERFORMING GRAY WATER SERVICES. DOCUMENTATION OF THE SANITIZING PROCEDURES AND CLEANSING LOGS MUST BE IN THE VEHICLE AT ALL TIMES. GRAY WATER TRUCKS FOR INCIDENT SUPPORT ARE USED IN AREAS WITH HEAVY PERSONNEL TRAFFIC. THEREFORE, THE TANKS MUST BE SANITARY, WITH THE EXTERIOR AND INTERIOR CLEAN AND FREE FROM SPILLAGE, AS WELL AS ODOR FREE. Hoses and fittings and attachments that may have been used for black water disposal shall not be used for gray water disposal. Service trucks must have dedicated hoses for gray water disposal.

NOTE: Due to health issues associated with gray water and possible exposure to humans as well as potential contamination to pump apparatus, trucks offered as Gray Water Trucks will not be awarded an agreement as a Water Tender. Vendors with both a Gray Water and a Water Tender agreement for the same truck will need to change out all plumbing, including tank(s), pump, plumbing and hoses/fittings as appropriate for the resource order or choose which resource they want to keep under agreement. The other resource agreement will be cancelled. Coordinate with the Contracting Officer(s) on which agreement you want to keep.

(b) Tanks shall be constructed to the following requirements at a minimum and if established, meet all State requirements for certification compliance:

(1) Tanks shall meet industry standards, be of metal construction, welded or riveted, and shall be water tight and splash proof. Poly tanks are acceptable as long as they meet industry standards. Any open overhead fill shall be securely sealed (water tight). All tanks shall be equipped with a sight tube or automatic shut-off to prevent over filling tanks.

(2) The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.

(3) Tank shall be labeled "GRAY WATER" on both sides of the tank in lettering at least 4 inches in height. The capacity of the tank (in gallons) displayed on both sides of the tank or on both cab doors in lettering at least 2 inches in height. Name, city, and state of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height.

(c) Pumps shall be constructed to prevent leakage, spillage, or splashing. On all diaphragm or similar types of open pumps, a tight metal hood shall be provided over the pump. Pumps may be either of the following:

(1) Vacuum pump system (Type GWV) Vacuum system that meets commercial vacuum truck specifications and requirements.

(2) Pump system (Type GWP) Standard commercial pumping system.

(d) Discharge Gates or Valves shall be leak proof and constructed so as to discharge contents in a manner that will not create a nuisance. All inlets and outlets shall be provided with a cap to prevent dripping.

(e) Hose. Minimum of 100 feet of hose shall be provided to pump contents from gray water holding tanks to truck tanks without spillage. Hoses are to be cleaned on premises without any spillage of contents on the ground. A 2 inch male and a 2 inch female camlock adapter are required to attach the pump truck to the storage tank. It is the responsibility of the Contractor to provide adapters and fittings that are industry acceptable for gray water disposal. Hoses shall be marked/labeled "gray water" at each end. Hoses and fittings and attachments that may have been used for black water disposal shall not be used for gray water disposal. Service trucks must have dedicated hoses for

gray water disposal.

(f) Racks shall be provided for carrying equipment on the truck. All parts of the truck and equipment shall be easily cleanable, with no pockets which can accumulate waste.

(g) State or Local Certifications:

(1) Current State or Local Septic Tank, Cesspool, and Privy Cleaner License with counties listed where wastewater will be collected or equivalent for each state operating in.

(2) Current State or Local Septic Tank, Cesspool, and Privy Cleaner Vehicle Inspection or equivalent for each state operating in.

(h) Dumping Sites. The host incident unit may designate the gray water dumping site; if not, the Contractor is required to identify an approved dumping site. The dumping site cost, if any, will be paid by the Government directly or by reimbursement to the gray water Contractor. A copy of the billing statement from the owner of the dumping site to the Contractor must be submitted to the Government if a Contractor requests reimbursement.

D.2.1.2.3 -- Trailer Mounted Handwashing Stations.

(a) Self-contained and mobile. The trailer mounted handwashing station must be self contained, to include a power source or generator for lighting and heating of water. The contractor shall keep units cleaned and fully stocked with paper towels and phosphate-free liquid soap. If requested by the Government, the contractor must be capable of relocating the unit at the incident within 4 hours or sooner at the discretion of the incident command team.

(b) Potable water shall be used for all wash basins, and comply with potable water truck standards listed above. The Government will provide the potable water.

(c) Minimum 250 gallons of potable water storage. Bladder bags are not acceptable.

(d) Wash Basins (Sinks).

(1) Units shall have a minimum of 8 wash basins (sinks) and with a mirror for each sink, or one solid mirror of sufficient length and height which provides viewing at each sink.

(2) All washbasins shall have adequate lighting for use of the wash basins in darkness.

(3) Minimum 500-gallon storage of gray water. Gray water removal will be the responsibility of the Government.

(4) Each wash basin (sink) shall provide hot and cold water, shall control gray water, and shall

have a minimum of one liquid soap dispenser and one enclosed paper towel dispenser for every two sinks. Each wash basin (sink) shall also have the ability to hold water with built in or permanently attached stoppers.

(5) Each wash basin shall have continuous water heating capable of maintaining up to 110 degrees F, as tested at the faucet. Each basin shall provide hot and cold water through a water mixing faucet. The faucet shall have manual user controls that allow for temperature control and the washing of both hands while the water is running. Water saving devices that require manual activation to achieve and maintain water flow, such as push button or automatic faucets, are not allowed.

(6) Contractor shall make provisions to prevent incident personnel from standing in water puddles, or mud on the ground, adjacent to the sinks.

(e) Equipment Marking.

(1) All bladder bags used for gray water storage shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).

(2) All hoses used shall be labeled at both ends to identify their use (i.e. gray or potable).

(f) Inspection and Testing.

(1) Refer to and follow the Operational Requirements and Bacterial Testing requirements at D.2.1.2.1 (f) in the Potable Water specifications.

D.2.1.2.4 -- All potable water and gray water vehicles shall have:

(a) A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.

(b) Approved spark arrester on all naturally aspirated engines.

(c) Seat belts.

(d) Flashlight.

D.2.1.2.5 -- No potable or gray water truck shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. The vehicle

GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR at the pre-season and incident inspections. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted. Vehicles without GVWR and GAWR ratings will be rejected at the pre-award inspection and will have to reschedule another regular inspection time and/or location when certification is acquired.

(a) Tanks which exceed the GVWR or GAWR of the vehicle when fully loaded shall have a site gauge (does not apply to vacuum trucks) which shows the amount of water that can be contained in the tank to meet the manufacturer's GVWR and GAWR (temporary fillers or spacers not allowed). Tank capacity shall be permanently modified to meet manufacturer's GVWR and GAWR and overflow devices shall not be allowed after January 1, 2010.

D.2.2 -- TRANSPORTATION.

(a) All vehicles offered and under hire on this Agreement shall be licensed and legally operable on all roads. All vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) current Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

(b) All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in this solicitation. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

(c) Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.

(e) Backup Alarm. All vehicles under hire on this Agreement shall include an electric or electronic backup alarm that meets the Type D (87 decibels, dBA) requirements of SAE J994.

D.2.3 -- BRAKES ON ALL AXLES.

All vehicles 36,000 GVWR or greater shall be installed with an operator-controlled auxiliary braking system in addition to the service brakes (i.e., engine retarder, transmission retarder,

driveline retarder, or exhaust retarder).

D.2.4 -- TIRE REQUIREMENTS.

(a) Tires shall have load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which include the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels.

(b) Spare Tire. All vehicles shall have a full size wheel mounted spare tire with minimum of 4/32 tread. The spare tire shall be easily accessible.

D.2.5 -- PROHIBITED MARKING.

Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.2.6 -- BIOBASED PRODUCTS.

This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopreferred.gov/>.

D.3 -- PERSONNEL REQUIREMENTS

(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

D.3.1 -- [RESERVED]

D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

Communications between Contractor crew personnel and Government incident personnel is

mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 -- EQUIPMENT RELIABILITY

(a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

(b) The Government reserves the right to conduct inspections at any time.

D.5 -- AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating equipment City and State location more than 450 miles away from their selected Dispatch Center.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

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(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

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D.6.1 -- DISPATCH PRIORITY.

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(a) Each host dispatch center will give dispatch priority to the resource offering the greatest

advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

(1) For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

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(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

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D.6.2 -- RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY.

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(a) All resources will be evaluated and agreements will be awarded in accordance with B.3.

Resources on an awarded Agreement will be ranked on a dispatch priority list by Host Forest Dispatch Center. As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

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(b) In addition to the award evaluation factors in B.3, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

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(c) Within each small business program category, priority will be given for the type of resource as shown below. Separate priority lists will be generated for each type of equipment.

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(d) Potable Water/Gray Water: Criteria have been developed for the potable water truck and the gray water truck to assess the advantages for dispatch priority. Advantages will be given a point value. The total points for each piece of equipments advantages are then divided by the price resulting in dispatch priority with highest total advantage per dollar being ranked highest on the dispatch list. The following is a list of the advantages and associated points for each equipment category. A complete breakdown can be found in Exhibit J.

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(e) Handwashing Stations: The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list.

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(f) The following is a list of the advantages and associated points for each equipment category. A complete breakdown can be found in Exhibit J.

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(g) Advantages

(1) Potable Water Truck

Gallons Hauled - Type 1: 11 possible points

Gallons Hauled - Type 2: 12 possible points

Gallons Hauled - Type 3: 12 possible points

Gallons Hauled - Type 4: 10 possible points

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(2) Gray Water Truck

Gallons Hauled - Type 1: 11 possible points

Gallons Hauled - Type 2: 12 possible points

Gallons Hauled - Type 3: 12 possible points

Gallons Hauled - Type 4: 10 possible points

Pump Type (Vacuum): 3 possible points

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(3) Trailer Mounted Handwashing Station: None

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D.6.2.1 -- Tied Prices/CBA Scores. The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

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D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

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D.6.3.1 -- Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

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D.6.3.2 -- If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

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D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

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D.6.4.1 -- Information Provided to the Contractor.

(a) At the time of acceptance of the assignment, the following information will be given to the Contractor:

(1) Resource Order Number.

(2) Incident Order Number and Name of Incident.

(3) Date and time to report to incident.

(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.

(5) Incident contact phone number for further information.

(6) Fire Code/Funding Code

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(b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

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(c) Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

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D.6.5 -- DISPATCHING PROCEDURES.

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D.6.5.1 -- When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

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D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

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D.6.5.3 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

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D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

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D.6.6 -- EMERGENCY INCIDENT DRIVING.

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The Contractor shall follow the driving regulations and work/rest guidelines listed in the

Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). Reference

D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

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D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

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(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

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(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

(1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested.

The Government will not pay transportation cost for replacement personnel.

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Governments agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

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D.6.8 -- DEMOBILIZATION.

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The Incident Commander will determine the priority of demobilization.

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D.6.9 -- RELEASE.

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Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

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D.7 -- PROPERTY

D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have one complete copy of their most current agreement in their possession at all times.

OR

The Contractor shall arrive at the incident with one copy of the complete Agreement and retain one copy in their possession at all times.

D.9 -- LAUNDRY SERVICE

If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

D.10 -- CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 -- COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

D.12 -- TIMEKEEPING

Refer to D.21.9.2

D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of

noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.16 -- PRE-AWARD INSPECTIONS

Quotes must be submitted in VIPR by the solicitation closing date and time.

Inspection/Check Sheets to be submitted for each category are available as attachments to the Notice at the Federal Business Opportunities website (www.fbo.gov). Find by searching the solicitation number, 129J6118Q7010.

POTABLE WATER TRUCK: Potable Water Truck resources will be physically inspected by the U.S. Forest Service for compliance with the solicitations specifications. You will be contacted by Contract Operations Program Manager, Sue Zahn, or one of her staff, SOON AFTER SOLICITATION CLOSING in order to schedule a compliance inspection.

At time of inspection you will be required to bring the following:

1. a) Annual USDOT certified vehicle inspection; or b) current Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23).
2. Provide a copy of the GVWR certificate from a certified scale or weigh station with front, rear and total GVWR at the pre-season inspection. Vehicles without GVWR ratings will be rejected at the pre-award inspection and will have to reschedule another regular inspection time and/or location when certification is acquired.
3. Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed.

GRAY WATER TRUCK: Vendors are REQUIRED to submit the documentation stated in the checklist for EACH truck NO LATER THAN THE SOLICITATION CLOSING DATE.

TRAILER MOUNTED HANDWASHING STATION: Vendors are REQUIRED to submit the documentation stated in the checklist for EACH station NO LATER THAN THE SOLICITATION CLOSING DATE.

D.17 -- INCIDENT PRE-USE INSPECTION

- (a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may perform inspections.
- (b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the governments convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

- (a) The original shall remain with the fire documents on Host Unit.
- (b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.
- (c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and reinspected at the governments convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

- (a) All work under this Agreement shall be performed in a safe manner to a professional and workmanlike standard. The goal of performance under this Agreement is the suppression of

wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):

(1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.

(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

(c) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES. Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

(a) Contractors under this agreement are not paid per

(b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.

(c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov.

(d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

(e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK.

(a) Contractors are required to provide sufficient food & drink to support their employee(s) while in

travel status and the first shift of the incident. This is not reimbursed by the Government.

(b) After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

(c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 -- ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 -- PAYMENTS.

(a) The host agency for each incident is responsible for payments. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) There will be no Double Shifts paid under this agreement. Agency personnel at the Section Chief level may, by resource order, authorize additional operators if needed during the assignment. Additional operators, when ordered will be paid a daily rate of \$400 per operator.

(b) DAILY RATE -- Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

(c) PAYMENT FOR HANDWASHING STATIONS WILL BE MADE AT THE RATE (DAILY, WEEKLY, MONTHLY) THAT IS MOST ADVANTAGEOUS TO THE GOVERNMENT. FOR PAYMENT PURPOSES, THE PAYMENT COMPUTATION WILL START OVER AFTER EACH 7 DAY PERIOD AND AFTER THE 30TH DAY FOR ANY PERIOD OF TIME UNDER HIRE.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City

and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation. The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any dutyday (operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:

(1) accomplish immediate and critical suppression objectives, or

(2) address immediate and critical firefighter or public safety issues.

(d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at that time.

D.21.8.2 -- Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 -- Exceptions.

(a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift.

Payment will be based on the hours the resource was operational during the assigned shift, as

documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

(b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.

(c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

(d) No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.

(e) Deductions -- Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

(f) Reassignment of resources -- Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractors time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will receive vendors commercial invoices and documents providing itemized breakdown charges. They will validate with shift tickets, review, sign, and submit to the payment center.

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will sign commercial invoices and submit them to the payment center.

D.21.9.5 -- The incident will submit a payment package including all signed originals, including a detailed invoice that supports each days activity, and a copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office.

D.22 -- REPLACEMENT OF RESOURCES

(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

(b) Additional resources may not be added to the agreement.

D.23 -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment